125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

Contract No. 01193004 Control 012504033 Project STP 2019(392) etc. Highway US 283 County SHACKELFORD

February 20, 2019

A. L. HELMCAMP, INC. PO BOX 456 BUFFALO, TX 75831-0000

Construction Division 512-416-2425/2440/2465

Subject: AUTHORIZATION TO BEGIN WORK

We are forwarding one copy of the fully executed Contract as shown above. You are authorized to begin construction in accordance with the provisions of said contract.

Time for completion of the contract will be computed in accordance with Item 8.

Your proposal check is being returned according to your instructions or your proposal bid bond is released from further liability.

Sincerely,

Jesse A. Lineberger

Darector, Construction & Maintenance Contract Letting

Enclosure

cc: ABL District

BONDED BY: LIBERTY MUTUAL INSURANCE COMPANY

BOND NO. 58S211995

CONTRACT NO.	01193004	
CONTROL	0125-04-033 ETC.	
PROJECT	STP 2019(392) ETC.	
HIGHWAY	US 283	
COUNTY	SHACKELFORD	

CONTRACT

between

STATE OF TEXAS

and

A. L. HELMCAMP, INC.

for

CONSTRUCTION OF 32.438 MILES

of

US 283

in

SHACKELFORD COUNTY

THE STATE OF TEXAS §
THE COUNTY OF TRAVIS §

CONTRACT NO. 01193004

CONTROL 0125-04-033 ETC.

PROJECT STP 2019(392) ETC.

HIGHWAY US 283

COUNTY SHACKELFORD

CONSTRUCTION CONTRACT

This agreement is made by and between the State of Texas, represented by the Executive Director, Texas Department of Transportation, party of the first part, and **A. L. HELMCAMP, INC.**, its executors, administrators, heirs, successors or assigns, the Contractor, party of the second part.

WHEREAS, the State desires to enter into a contract for the highway improvement as shown and described in the plans, specifications and special provisions included or referenced herein or as far as the money available will construct in accordance with the provisions of the State Statutes, and

WHEREAS, the Contractor has been engaged in and now does such work and represents that it is fully equipped, competent and capable of performing the desired and herein outlined work and is ready and willing to perform such work in accordance with the unit prices listed herein and the provisions of the herein included or referenced specifications, special provisions and plans, now

WITNESSETH: That for and in consideration of the unit prices listed herein, a part of this contract, the Contractor agrees to do, at its own proper cost and expense, all the work necessary for the highway improvement as shown and described in the plans and in accordance with the provisions of the referenced specifications and special provisions which are a part of this contract.

The work to be performed under this contract shall be completed in 429 WORKING days.

And the State in consideration of the full and true performance of said work by the Contractor hereby agrees and binds itself to pay to the Contractor for the quantities of work performed in compliance with this contract at the respective unit prices set forth herein, subject to adjustment as herein provided. The following items of work and respective unit prices are those contained in the original proposal and are a part of this contract. The State limits its obligation hereunder to the funds available.

ITEM			ITEM DESCRIPTION	A- /-
NO.	CODE	NO.	UNIT APPROX. QUANT. UNIT BID PRICE	EXTENSION
100	6002		PREPARING ROW	
200	0002		STA 8.000 3,000.000	24,000.00
104	6009		REMOVING CONC (RIPRAP)	
			SY 55.000 25.000	1,375.00
112	6002		SUBGRADE WIDENING (DENS CONT)	
			STA 881.000 350.000	308,350.00
132	6001		EMBANKMENT (FINAL) (ORD COMP) (TY A)	
			CY 48.000 50.000	2,400.00
134	6001		BACKFILL (TY A)	
1.04	C071		STA 881.000 200.000	176,200.00
164	6071		BROADCAST SEED (TEMP) (WARM OR COOL)	6 440 70
168	6001		SY 18,402.000 .350 VEGETATIVE WATERING	6,440.70
100	0001		MG 309.500 25.000	7 737 50
247	6053	003	FL BS (CMP IN PLC) (TYD GR1-2) (FNAL POS)	7,737.30
			CY 22,938.000 76.000	1,743,288.00
310	6027		PRIME COAT(MC-30 OR AE-P)	_,,,
			GAL 17,777.000 4.000	71,108.00
315	6001		FOG SEAL (SS-1)	
				1,736.00
316	6001		ASPH (MULTI OPTION)	
			GAL 162,420.000 3.400	552,228.00
316	6224		AGGR (TY-PB GR-4 SAC-B)	
244	C031	0.01	CY 3,363.000 115.000	386,745.00
344	6011	001	SUPERPAVE MIXTURES SP-B PG64-22	1 670 500 00
344	6120	001	TON 18,662.000 90.000 SUPERPAVE MIXTURES SP-D SAC-B PG70-22	1,679,580.00
244	0120	001	TON 38,837.000 93.000	3,611,841.00
344	6169	001	SUPERPAV MIX SP-D SAC-B PG70-22 (LEV-UP)	3,011,041.00
	0203	001	TON 1,452.000 125.000	181.500.00
354	6021		PLANE ASPH CONC PAV(0" TO 2")	
			SY 54,289.000 1.200	65,146.80
403	6001		TEMPORARY SPL SHORING	·
			SF 162.000 65.000	10,530.00
432	6002		RIPRAP (CONC) (5 IN)	
			CY 186.000 530.000	98,580.00
432	6024		RIPRAP (STONE COMMON) (DRY) (12 IN)	
420	6045		CY 279.000 110.000	30,690.00
432	6045		RIPRAP (MOW STRIP) (4 IN)	154 560 66
			CY 292.000 530.000	154,760.00

 PROJECT:
 STP 2019(392)
 , ETC.
 CCSJ
 BIDDER
 DATE DIV JOB

 COUNTY:
 SHACKELFORD
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ITEM			ITEM DESCRIPTI		100 Hz	
NO.	CODE	NO.			UNIT BID PRICE	
438	6001		CLEANING AND S	EALING EXI	STING JOINTS	
			LF	198.000	36.000	7,128.00
454	6008		HEADER TYPE EX			
			CF	147.000	550.000	80,850.00
454	6009		JOINT SEALANT LF	992 000	10.000	8,820.00
462	6045		CONC BOX CULV			8,820.00
102	0015			6.000		3,480.00
462	6046		CONC BOX CULV			
			LF		620.000	8,680.00
462	6048		CONC BOX CULV			
			LF		660.000	11,220.00
462	6049		CONC BOX CULV			2 040 00
462	6052		LF CONC BOX CULV		710.000	2,840.00
402	6032		LF		830.000	4,150.00
464	6003		RC PIPE (CL II			2,230.00
			LF	100.000	55,000	5,500.00
464	6005		RC PIPE (CL II	I)(24 IN)		
			LF	322.000		38,640.00
464	6080		RC PIPE (ARCH)	(CL V) (DES	3 3)	110 000 00
464	6081		LF RC PIPE (ARCH)		220.000	110,220.00
404	0001			464.000	200.000	92.800.00
467	6105		SET (TY I) (S=3			32,000.00
					5,300.000	10,600.00
467	6111		SET (TY I) $(S=3)$			
			EA		5,700.000	171,000.00
467	6112		SET (TY I) (S=3			
4.67	C120		EA		5,700.000	57,000.00
467	6139				3 FT) (4:1) (C) 6,400.000	6,400.00
467	6143				4 FT) (3:1) (C)	*
20,	0110		EA	3.000	6,400.000	19,200.00
467	6144		SET (TY I) (S=		4 FT) (4:1) (C)	•
			EA	1.000	6,800,000	6,800.00
467	6148				5 FT) (3:1) (C)	
			EA	8.000	6,800.000	54,400.00
467	6150				5 FT) (4:1) (C)	14 000 00
			EA	2.000	7,400.000	14,800.00

ITEM	DESC		ITEM DESCRIPTION		
NO.	CODE	NO.	UNIT APPROX. QUANT. UNIT B	BID PRICE	EXTENSION
467	6181		SET (TY I) (S= 5 FT) (HW= 5 FT) (3:	:1) (C)	
			EA 3.000 8,5		25,500.00
467	6182		SET (TY I) (S= 5 FT) (HW= 5 FT) (4:		
167	C10E		EA 1.000 9,(9,000.00
467	6185		SET (TY I) (S= 5 FT) (HW= 6 FT) (3: EA 2.000 10,0		20,000.00
467	6227		SET (TY I) (S= 6 FT) (HW= 7 FT) (3:		20,000.00
			EA 10.000 11,0		110,000.00
467	6359		SET (TY II) (18 IN) (RCP) (4: 1)		
			EA 4.000		3,200.00
467	6363		SET (TY II) (18 IN) (RCP) (6: 1)		05 600 00
467	6391		EA 32.000 8 SET (TY II) (24 IN) (RCP) (4: 1)		25,600.00
407	0371		EA 4.000 8		3,400.00
467	6395		SET (TY II) (24 IN) (RCP) (6: 1)		3,100.00
			EA 32.000	00.000	28,800.00
480	6001		CLEAN EXIST CULVERTS		
100	6005		EA 18.000	000.000	16,200.00
496	6005		REMOV STR (WINGWALL) EA 38.000	000	24 200 00
496	6007		REMOV STR (PIPE)	,00.000	34,200.00
150	0007			22.000	16,874.00
496	6008		REMOV STR (BOX CULVERT)		
			LF 9.000 2	60.000	2,340.00
496	6031		REMOV STR (CATTLE GUARD)		
406	6043			00.000	2,500.00
496	6043		REMOV STR (SMALL FENCE) LF 1,081,000	2 000	2 162 00
500	6001		LF 1,081.000 MOBILIZATION	2.000	2,162.00
300	0001		LS 1.000 1,152,0	00.000	1,152,000.00
502	6001		BARRICADES, SIGNS AND TRAFFIC HA		_,,
			MO 20.000 9,0		180,000.00
506	6003	004	ROCK FILTER DAMS (INSTALL) (TY 3)	
E 0.6	6011	0.0.4	LF 800.000	55.000	44,000.00
506	6011	004	ROCK FILTER DAMS (REMOVE) LF 800.000	E 000	4,000.00
506	6020	004		5.000 1)	4,000.00
	0020	001	SY 780.000	10.000	7,800.00
506	6024	004	CONSTRUCTION EXITS (REMOVE)		, 232100
			SY 780.000	1.000	780.00

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 COUNTY:
 SHACKELFORD
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ITEM	DESC		ITEM DESCRIPTION	
NO.	CODE	NO.	UNIT APPROX. QUANT. UNIT BID PRICE	EXTENSION
506	6034	004	CONSTRUCTION PERIMETER FENCE	
			LF 1,081.000 5.000	5,405.00
506	6041	004	BIODEG EROSN CONT LOGS (INSTL) (12")	
			LF 2,294.000 4.000	9,176.00
506	6043	004	BIODEG EROSN CONT LOGS (REMOVE)	2 441 00
E20	6000		LF 2,294.000 1.500	3,441.00
530	6002		INTERSECTIONS (ACP) SY 1,077.000 33.000	35,541.00
530	6005		DRIVEWAYS (ACP)	33,341.00
330	0005		SY 7,236.000 33.000	238,788.00
530	6006		DRIVEWAYS (SURF TREAT)	·
			SY 6,033.000 7.000	42,231.00
533	6001		RUMBLE STRIPS (SHOULDER)	
			LF 173,893.000 .180	31,300.74
533	6002		RUMBLE STRIPS (CENTERLINE)	15 650 00
F20	6001		LF 86,946.000 .180	15,650.28
538	6001		RIGHT OF WAY MARKERS EA 8.000 250.000	2 000 00
540	6001		MTL W-BEAM GD FEN (TIM POST)	2,000.00
240	0001		LF 3,250.000 25.000	81,250.00
540	6006		MTL BEAM GD FEN TRANS (THRIE-BEAM)	,
			EA 20.000 2,200.000	44,000.00
542	6001		REMOVE METAL BEAM GUARD FENCE	
			LF 2,875.000 3.000	8,625.00
542	6002		REMOVE TERMINAL ANCHOR SECTION	0 540 00
540	6004		EA 8.000 320.000	2,560.00
542	6004		RM MTL BM GD FENCE TRANS (THRIE-BEAM) EA 20.000 320.000	6,400.00
544	6001		GUARDRAIL END TREATMENT (INSTALL)	0,400.00
211	0001			76,800.00
544	6003		GUARDRAIL END TREATMENT (REMOVE)	
			EA 12.000 320.000	3,840.00
552	6003		WIRE FENCE (TY C)	
			LF 711.000 9.000	6,399.00
552	6011		CORNER OR PULL POST AM (REM/REP) (METAL)	
			EA 10.000 500.000	5,000.00
560	6011		MAILBOX INSTALL-S (TWW-POST) TY 4	2 660 00
560	6013		EA 14.000 190.000 MAILBOX INSTALL-M (TWW-POST) TY 4	2,660.00
560	0013		EA 3.000 450.000	1,350.00
			J.000 AI	1,330.00

ITEM			ITEM DESCRIPTION	
			UNIT APPROX. QUANT. UNIT BID PRICE	
644	6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	
			EA 70.000 420.000	29,400.00
644	6004		IN SM RD SN SUP&AM TY10BWG(1)SA(T) EA 41.000 610.000	25,010.00
644	6007		IN SM RD SN SUP&AM TY10BWG(1)SA(U) EA 1.000 680.000	680.00
644	6019		IN SM RD SN SUP&AM TY10BWG(2)SA(T-2EXT)	
644	6076		EA 1.000 1,000.000 REMOVE SM RD SN SUP&AM	
658	6010		EA 96.000 45.000 INSTL DEL ASSM (D-SW)SZ 2(WC)GND	4,320.00
658	6014		EA 10.000 55.000 INSTL DEL ASSM (D-SW)SZ (BRF)CTB (BI)	550.00
			EA 34.000 25.000	850.00
658	6048		INSTL OM ASSM (OM-2Z) (FLX)GND EA 44.000 60.000	2,640.00
658	6060		REMOVE DELIN & OBJECT MARKER ASSMS EA 44.000 11.000	484.00
658	6062		INSTL DEL ASSM (D-SW)SZ 1(BRF)GF2(BI)	
662	6004		EA 61.000 30.000 WK ZN PAV MRK NON-REMOV (W)4"(SLD)	
662	6110		LF 182,310.000 .300 WK ZN PAV MRK SHT TERM (TAB)TY Y	·
666	6048	007	EA 6,736.000 .800 REFL PAV MRK TY I (W)24"(SLD)(100MIL)	5,388.80
			LF 162.000 10.000	1,620.00
666	6224	007	PAVEMENT SEALER 4" LF 1,780.000 1.100	1,958.00
666	6283	007	REF PROF PAV MRK TY I(W)4"(SLD)(090MIL) LF 890.000 3.000	2,670.00
666	6287	007	REF PROF PAV MRK TY I(Y)4"(SLD)(090MIL)	
666	6303	007	LF 890.000 3.000 RE PM W/RET REQ TY I (W)4"(SLD)(100MIL)	
666	6312	007	LF 179,600.000 .470 RE PM W/RET REQ TY I (Y)4"(BRK)(100MIL)	84,412.00
666	6315	007	LF 12,542.000 .520 RE PM W/RET REQ TY I (Y)4"(SLD)(100MIL)	6,521.84
		00,	LF 113,555.000 .470	53,370.85
672	6009		REFL PAV MRKR TY II-A-A EA 1,643.000 4.500	7,393.50

ITEM	DESC	SP.	ITEM DESCRIPTION		<u> </u>
		NO.	UNIT APPROX. QUANT.	UNIT BID PRICE	E EXTENSION
m					
678	6001		PAV SURF PREP FOR MRK (4")		
			LF 1,780.000	1.100	1,958.00
752	6005		TREE REMOVAL (4" - 12" DIA	.)	
			EA 16.000	220.000	3,520.00
752	6006		TREE REMOVAL (12" - 18" DI	•	
			EA 5.000	240.000	1,200.00
752	6007		TREE REMOVAL (18" - 24" DI.	•	
==0			EA 7.000		3,500.00
752	6008		TREE REMOVAL (24" - 30" DI.	·	0 400 00
C 0 0 1	C000			1,200.000	2,400.00
6001	6002		PORTABLE CHANGEABLE MESSAGE		45 000 00
6055	6001		EA 6.000 TMSP RADAR SPEED CONTROL M	•	45,000.00
0022	8001		EA 4.000		32,000.00
6185	6002	001	TMA (STATIONARY)	0,000.000	32,000.00
0105	0002	001	DAY 252.000	200.000	50,400.00
6185	6005	001	TMA (MOBILE OPERATION)	200.000	30,100.00
0200			DAY 288.000	50.000	14,400.00
				TOTAL	12,581,377.01

CONTRACT NO. 01193004 COUNTY SHACKELFORD

The Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the contractor, to solicit or secure this contract and that it has not paid or agreed to pay any company or individual any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

The contractor agrees that any payments owing under this contract will be applied towards the debt or delinquent taxes owed to the state until the debt or delinquent taxes are paid in full.

It is acknowledged and agreed by the parties hereto that this contract is the full and complete contract for the performance of the work called for and described herein.

IN WITNESS WHEREOF, the parties hereto have set their hands the date herein named.

STATE OF TEXAS Party of the First Part

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs approved and authorized by the Texas Transportation Commission.

By Date 2/20/19 Magina E. GALLEGOS, P.E., DIRECTOR, CONSTRUCTION DIVISION
CARLOS J. RODRIGUEZ, P.E., DIRECTOR, CONSTRUCT FCTION
(Typed, Printed or Stamped Name and Title)
RECOMMENDED FOR EXECUTION:

CONTRACTOR Party of the Second Part

A. L. HELMCAMP, INC.

By: (Title)	2/H/19 (Date)
By:(Title)	(Date)
By:(Title)	(Date)

CARLOS L RODRIGUEZ, RE., DIRECTOR, CONSTRU

PERFORMANCE BOND

CONTRACT NO.	01193004	
COUNTY	SHACKELFORD	
BOND NO.	585211995	

KNOW ALL PERSONS BY THESE PRESENTS:

That we A. L. HELMCAMP, INC. as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with a sum not greater than twelve million five hundred eighty-one thousand three hundred seventy-seven and 01/100 Dollars (\$12,581,377.01), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said principal is required before commencing the work provided for in said contract to execute a bond in the amount of said contract.

Now, therefore, the condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully do and perform each and every, all and singular, the work in accordance with the plans, specifications, and contract documents as provided in said contract aforesaid, and shall fully indemnify and save harmless the State of Texas from all costs and damage which the State of Texas may suffer by reason of the **Principal's** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that the said surety(s) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond. The surety(s) does hereby waive notice of any such change, extension of time, alteration or addition, to the terms of the Contract or to the work or to the Specifications, unless otherwise specified in the contract.

WITNESS our hand this,	口世	day of	February	, 20 19.
			f	

A. L. HELMCAMP, INC.

Helman Sna CONTRACTOR	SURETY (Print Firm Name and Seal)
*By: (Title)	*By:(Title)
CONTRACTOR	SURETY (Print Firm Name and Seal)
*By:(Title)	*By:(Title)
	Liberty Mutual Insurance Company SURETY (Print Firm Name and Seal)
	*By: (Title)
	Robert James Nitsche, Attorney-in-Fact

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

PAYMENT BOND

CONTRACT NO. 01193004

COUNTY SHACKELFORD

585211995

KNOW ALL PERSONS BY THESE PRESENTS:

That we A. L. HELMCAMP, INC. as principal, and the other undersigned as surety, are held and firmly bound unto the State of Texas, with an amount no greater than twelve million five hundred eighty-one thousand three hundred seventy-seven and 01/100 Dollars (\$12,581,377.01), lawful money of the United States, well and truly to be paid to the State of Texas, and we bind ourselves, our heirs, successors, executors, and administrators jointly and severally, firmly by these presents.

Whereas, the above bounden principal has entered into the foregoing contract with the State of Texas attached hereto, and whereas, under the law said **Principal** is required before commencing the work provided for in said contract to execute a bond in the amount of said contract solely for the protection of all claimants, as defined by the Texas Government Code Title 10, Chapter 2253, or successor statutes, in the prosecution of the work provided for in said contract supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract, for the use of each such claimant.

The condition of this obligation is such that if the above bounden principal, his or its heirs, successors, executors, and administrators shall well and faithfully make payment to each and every claimant as defined by law, supplying labor and materials as defined by law, in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **Surety(s)** being hereby waived, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

WITNESS our hand this,	<u></u>	February	
A. L. HELMCAMP, INC.			
*By: (Title)	Φ.	SURETY ((Print Firm Name and Seal) (Title)
*By:(Title)		SURETY ((Print Firm Name and Seal) (Title)
(Title)		Liberty P SURETY	Lutual Insurance Compani (Print Firm Name and Seal)

*Note: A Power of Attorney, showing that the surety officer or Attorney-In-Fact has authority to sign such obligation, must be impressed with the corporate seal and attached behind the Payment Bond in each contract.

This form has been approved by the ATTORNEY GENERAL OF TEXAS & TEXAS DEPT. OF INSURANCE.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7886140

Liberty Mutual Insurance Company

The Ohio Casualty Insurance Company

West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Craig Parker; David Ferguson; Kenneth Nitsche; Nina Smith; Robert James Nitsche; Robert K. Nitsche; Violet Frosch

each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge , state of TX all of the city of Giddings and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed day of September 2017



STATE OF PENNSYLVANIA COUNTY OF MONTGOMERY

The Ohio Casualty Insurance Company Liberty Mutual Insurance Company West American Insurance Company

David M. Carey, Assistant Secretary

, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this

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Renee C. Llewellyn, Assistant Secretary

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1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

of this Power of Attorney

confirm the validity

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TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at 1-877-751-2640

You may also write to:

Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA 19462-1644

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at 1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)

P. O. Box 149091 Austin, TX 78714-9091

FAX: (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

TEXAS AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al 1-877-751-2640

Usted tambien puede escribir a:

Interchange Corporate Center 450 Plymouth Road, Suite 400 Plymouth Meeting, PA 19462-1644

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al 1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A) P. O. Box 149091

Austin, TX 78714-9091 FAX # (512) 490-1007

Web: http://www.tdi.texas.gov

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiena una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

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